

Pamela Lee Bergeson
47635 Belmont Drive
Van Buren Township, MI 48111
4/17/2025

IN THE UNITED STATES DISTRICT COURT
FOR THE STATE OF MICHIGAN

Pamela Lee Bergeson] Case #

Plaintiff]

Vs.]

Case: 5:25-cv-11110
Judge: Levy, Judith E.
MJ: Patti, Anthony P.
Filed: 04-17-2025 At 10:56 AM
CMP BERGESON v. MICHIGAN SUPREME COURT, et al (tt)

The Michigan Supreme Court]

The State of Michigan, Dana Nessel, Michigan Attorney General]

Judge Patricia Perez Fresard, Chief Judge, Third Judicial Circuit of Michigan]

Judge Lisa M. Robinson Martin, 34th District Court of Michigan]

Adam J. Devlin, Devlin Law]

David Trott, Trott Law]

Raphael Washington, Wayne County Michigan Sheriff]

Yevgen Gorditsa, Michigan Acquisitions, LLC

**3- MILLION DOLLAR CLAIM UNDER 42 U.S. CODE SEC. 1983 ACTION FOR
DEPRIVATION OF CIVIL RIGHTS, VIOLATION OF DUE PROCESS, CONSPIRACY
TO COMMIT REAL ESTATE DEED FRAUD, FORGERY, WRONGFUL
FORECLOSURE, AND BREACH OF CONTRACT THIS CLAIM IS ALSO FOR
OBSTRUCTION OF THE ADMINISTRATION OF JUSTICE**

["Cujusque Rei Potissima Pars"] [The Principle Part Of Everything Is In The Beginning]

Comes Now Plaintiff Pamela Lee Bergeson to file her Claim against the Defendants. The claim will be brought forward in Common Law, "Administrative Law," "Law," "Equity," and Under the Uniform Commercial Code. This 42 U.S. Code Sec. 1983 Civil Action Claim is for Depravation of Civil Rights Under Color of Law, conspiracy to commit real estate deed fraud,

and forgery. This case is brought to enforce constitutional rights under 42 U.S.C. § 1983, conspiracy statutes under Federal Law.

42 U.S. Code § 1983 - Civil action for deprivation of rights

Every person who, under color of any statute, ordinance, regulation, custom, or usage of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in action at law, suit in equity, or another proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For this section, any Act of Congress applicable exclusively to the District of Columbia shall be a statute of the District of Columbia.

JURISDICTION:

1. The Judiciary Act, though, Congress placed admiralty under the jurisdiction of the federal district courts.
2. This court has subject matter jurisdiction over this matter under 28 U.S.C. 1331, which provides district courts with jurisdiction over civil actions arising under the United States Constitution or laws of the United States.
3. This court has personal jurisdiction over the defendant's corporations because the corporation's principal place of business is in this state.
4. The venue is proper under 28 U.S.C. 1391(b) because the events that gave rise to the allegations in this complaint occurred in this district.
5. The federal court has jurisdiction over this case based on the following reasons:
 - a. 42 USC 1983 civil rights claim is a Constitutional dispute.
 - b. The Plaintiff filed a claim against the state court judge, whereby other state court judges would have a conflict of interest.
 - c. The State is guilty of real estate deed fraud, as verified by the day-to-day process of registering homeowners' property deeds in its office in violation of the property transfer statute.
 - d. The state controls the Plaintiff's property deed when no law forces the Plaintiff to register her property.
 - e. The state is paying the judge and providing a pension, 401-k, so other state court judges will have a conflict to hear this case in state court.
6. The State is the real party responsible for foreclosing on the plaintiff's property using state-licensed sub-agencies to do the dirty work.
7. The amount of damage is over what the state court has jurisdiction to rule on.
8. The Defendants violated Federal Laws.
9. The Defendants violated the Plaintiff's right to due process in court, which makes them liable under 42 U.S.C. 1983, a federal civil rights statute.

10. There is no other court available for remedy.

FACTUAL ALLEGATIONS:

11. The original contract in this case was altered, stolen and there was an addition to the agreement with the following items that are missing from the contract filed in this case:

12. The agreement intends that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,

13. The bank or financial institution involved in the alleged loan will follow GAAP,

14. The lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,

15. The borrower does not provide any money, money equivalent, credit, funds or capital, or thing of value that a bank or financial institution will use to give value to a check or similar instrument.

16. The borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and

17. The written agreement gives full disclosure of all material facts.

18. The Bank Advertised That They Loan Money:

a. I applied for a loan.

b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.

c. The bank misrepresented the alleged agreement's elements to the borrower.

d. There is no bona fide signature on the alleged promissory note.

e. The promissory note is a forgery.

f. The promissory note—with my name on it—obligates me to pay \$ 198,750.00 plus interest, giving it a substantial value in today's market if it were sold to investors.

g. The bank recorded the forged promissory note as a loan from me to the bank.

- h. The bank used this loan to fund my alleged bank loan check.
 - i. The bank refused to loan the Plaintiff's legal tender or other depositors' money for \$198,750.00 or repay the unauthorized loan it recorded from me to the bank.
 - j. The bank changed the cost and the risk of the alleged loan.
 - k. The bank operated without the Plaintiff's knowledge, permission, authorization, or agreement.
 - l. The bank denied me equal protection under the law.
 - m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank was to use the bank's legal tender or other depositors' money to fund the bank loan check.
 - n. They refused to disclose whether the check was the consideration loaned for the alleged promissory note.
 - o. The bank failed to disclose whether the promissory note was money.
 - q. It appears the bank recorded the promissory note as an unauthorized loan from me to the bank.
19. The defendants committed and conspired to commit real estate deed fraud when they failed to deliver the property deed as mandated by the state property transfer statute.
- a. The mortgage deal was not done according to the GAAP accounting principles in violation of federal law.
 - b. The electronic credits called the mortgage loan were generated by the Plaintiff's signature on the promissory note.
 - c. The words stamped on the promissory note "pay to the order of" without recourse will verify the bank official who signed there received the electronic credits called the mortgage loan.
 - d. There was no exchange of money in the mortgage loan.
20. Valid conveyances require that the executed deed be delivered to and accepted by the grantee.
21. The property deed was never delivered or accepted by the Plaintiff.

22. The Defendants committed acts of forgery when they structured false documents and altered real documents to appear genuine.

23. The fact the alleged lender accepted the Plaintiff's signature on the mortgage lien proves the Plaintiff owned the property already.

24. The first illegal mortgage lien was placed on the property after the unlawful registration.

25. The Defendants committed real estate deed fraud when they failed to deliver the homeowner's property deed as mandated in the state property transfer statutes.

26. The attorney David Trott is employed by Trott Law, a third-party debt collector located at 31440 Northwestern Highway, Suite 145, Farmington Hills, MI 48334.

27. On July 3, 2024, David Trott filed the foreclosure complaint against the Plaintiff's property without an affidavit from an injured party to provide jurisdiction to the court. **Exhibit: A**

28. The attorney's statute in the foreclosure complaint is not a valid law as it does not have the three elements the state constitution mandates must be present for it to be valid.

29. The foreclosing statute, Section 3212 of the Revised Judicature Act 1961, 1961 PA 236, MCL 600.3212 is missing the enacting clause, the title, and the body, and therefore, the foreclosing statute is not a valid law and is unconstitutional on its face.

30. The defendants violated the F. D. C. P. A. when they engaged in abuse, threats, coercion, misrepresentation, fraud, harassment, unfair means, and deception of collecting a debt where there was no injured party.

31. The Plaintiff responded to the defendant's foreclosure petition with her 2nd Conditional Acceptance, Notice of Liability and Affidavit of Truth on July 8, 2024. A UCC-1 was filed with the Michigan Secretary of State by Pamela Lee Bergeson as primary lien holder on 7-29-24, then recorded with the Michigan Register of Deeds.

32. The Defendants never responded to the jurisdictional challenge with an affidavit or counter-affidavit.

33. The Plaintiff's house was sold in a sheriff's sale on 8-22-24, and litigation is pending in the federal court.

34. SCHEME TO DEFRAUD:

- a. The contract filed in this case is forged and misses at least six of the provisions listed in the original contract.
- b. The foreclosure statute used to provide the court with jurisdiction is not a valid law as it lacks the three elements the State Constitution mandates must be present for a law to be valid.
- c. The State constitution mandates that all laws be enacted and have an enacting clause, a title, and a body.
- d. The Original Contract, which has the signatures of both the alleged borrower and the lender, has never been filed in court to verify that there was a bilateral contract.
- e. Without a certification of the accounting entries, the attorneys cannot verify there was a debt.
- f. The attorney cannot verify the agency, so the foreclosure lawsuit has a fatal flaw.
- g. The foreclosure was filed, showing the lender as the Plaintiff; however, no one from the lender's corporation signed the foreclosure documents.
- h. There is no witness before the court to give the court jurisdiction.
- i. No Affidavit is filed to give the court jurisdiction.

THE LENDER FAILED TO FOLLOW THE GAAP ACCOUNTING LAWS:

- 35. The contract should be rescinded because the attorneys did not provide full disclosure, and it is extremely deceptive and unconscionable. In re Pearl Maxwell, 281 B.R. 101. The Truth in Lending Act, Regulation Z, 12 CFR §226.23, states that the security agreement signed with a lender can be rescinded if the lender has not provided the proper disclosures.
- 36. The original debt was zero because Plaintiff's financial asset was exchanged for FED's promissory notes in an even exchange. Promissory Notes and other commercial instruments are legal tender, financial assets to the originator, and a liability to the lender.

37. If a security interest in the note is perfected by recording it on a lien as a registered security, the maker or originator becomes an entitlement holder in the asset.

38. But the attorneys do not understand that they have this liability because most are unaware of it.

- a. UCC §1-201(24), §3-104, §3-306, §3-105,
- b. UCC §§8-102 (7), (9), (15), (17), §8-501, §8-503, §8-511
- c. UCC §§9-102(9), (11), (12)(B), (49), (64)
- d. 12 USC 1813(l)(1)

39. The defendants' records will show an offsetting liability to the plaintiff pursuant to FAS 95, GAAP, and Thrift Finance Reports (TFR).

These records include:

- a. FR 2046 balance sheet,
- b. 1099-OID report,
- c. S-3/A registration statement,
- d. 424-B5 prospectus and
- e. RC-S & RC-B Call Schedules

The Plaintiff's claims are brought forward Under Common Law:

40. ELEMENTS FOR COMMON LAW:

- a. Controversy (The listed Defendants)
- b. Specific Claim (Wrongful foreclosure, breach of contract)
- c. Specific Remedy Sought by Claimant (3 million dollars)
- d. Claim Is Sworn To (Affidavit of Verification attached), and I will verify in open court that all herein be true.

41. PARTIES:

- a. Pamela Lee Bergeson is a resident of Van Buren Township, Michigan.
- b. The first Defendant is the Michigan Supreme Court.
- c. The second Defendant is Dana Nessel, Michigan Attorney General.
- d. The third Defendant is Judge Patricia Perez Fresard, Chief Judge, Third Judicial Circuit of Michigan.
- d. The fourth Defendant is Judge Lisa M. Robinson Martin, 34th District Court of Michigan
- e. The fifth Defendant is Adam J. Devlin, Devlin Law.
- f. The sixth Defendant is David Trott, Trott Law
- g. The seventh Defendant is Raphael Washington, Wayne County Michigan Sheriff.
- h. The eighth Defendant is Yevgen Gorditsa, Michigan Acquisitions, LLC

Count One: Violation of 42 U.S.C. 1983:

- 1. Plaintiff references the facts alleged in paragraphs 1-54.
- 2. The Defendant's negligence was the direct and proximate result of the Plaintiff's injuries.

The Counts:

Count One:

Conspiracy to real estate deed fraud.

Count Two:

Violation of due process.

Count Three:

Forgery:

- 3. Plaintiff incorporates by reference the facts alleged in paragraphs 1-54.

Count Four:

Wrongful Foreclosure:

4. Plaintiff incorporates by reference the facts alleged in paragraphs 1-54.

Count Five:

Breach of Contract:

5. Plaintiff incorporates by reference the facts alleged in paragraphs 1-54.

Count Six:

Real Estate Deed Fraud:

6. Plaintiff incorporates by reference the facts alleged in paragraphs 1-54.

7. Count Seven:

Obstruction of the Administration of Justice

8. Plaintiff incorporates by reference the facts alleged in paragraphs 1-54.

WRONGFUL FORECLOSURE:

1. The wrongful foreclosure action filed in state court did not involve an injured party, so the court had no jurisdiction.

2. The 6th Amendment secures that no person will be deprived of life, liberty, or property without due process of law.

3. The "injured party" must appear and state he/she is owed a debt, the debtor must be given the right to challenge this debt for "validation" 15 USC 1692g. Only an "injured party" can claim a debt is owed. "Imaginary persons" cannot appear or give testimony and cannot be the "Plaintiff" of any cause of action.

4. There is no injured party in the state foreclosure case and therefore the court did not have jurisdiction.

BREACH OF CONTRACT:

5. The bank advertised that they loan money:
 - a. I applied for a loan.
 - b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.
 - c. The bank misrepresented the alleged agreement's elements to the borrower.
 - d. There is no bona fide signature on the alleged promissory note.
 - e. The promissory note is a forgery.
 - f. The promissory note—with my name on it— obligates me to pay \$198,750.00 plus interest, giving it a substitutional value if it were sold to investors.
 - g. The bank recorded the forged promissory note as a loan from me to the bank.
 - h. The bank used this loan to fund the alleged mortgage loan check back to me.
 - i. The bank refused to loan me legal tender or other depositors' money for \$198,750.00 or repay the unauthorized loan it recorded from me to the bank.
 - j. The bank changed the cost and the risk of the alleged loan.
 - k. The bank operated without my knowledge, permission, authorization, or agreement.
 - l. The bank denied me equal protection under the law.
 - m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's legal tender or other depositors' money to fund the bank loan check.
 - n. They refused to disclose whether the check was the consideration loaned for the alleged promissory note.

- o. The bank failed to disclose whether or not the promissory note is money.
- p. It appears the bank recorded the promissory as an unauthorized loan from the plaintiff to the bank.
- q. The attorneys are misrepresenting themselves as working for a lender when they are illegally collecting as a 3rd party debt collector in violation of the F.D.C.P.A.

42. The Defendants violated the Plaintiff's right to due process under 42 U.S. C. 1983 by using an unfair non judicial auction process that violated federal laws and court rules.

43. The Defendants obstructed the administration of justice.

NEGLIGENT/RECKLESS CONDUCT:

44. As a proximate result of the negligent or reckless conduct of the attorney acting as a 3rd party debt collector, the Plaintiff suffered injury when the attorney filed unlawful foreclosure using a foreclosure statute that is missing the 3 elements needed to be considered a valid law.

45. The state constitution mandates that laws be enacted by Congress, and they must have an enacting clause, a title, and a body.

46. The revised statutes used to provide jurisdiction to the court are not valid laws and, therefore, rob the court of jurisdiction. The attorneys filed a forged contract in the state foreclosure case.

47. The contract filed is missing the following provisions agreed upon in the original contract:

- a) The agreement intends that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
- b) The bank or financial institution involved in the alleged loan will follow GAAP,
- c) The lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,
- d) The borrower does not provide any money, money equivalent, credit, funds or capital, or thing of value that a bank or financial institution will use to give value to a check or similar instrument,

e) The borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and

f) The written agreement gives full disclosure of all material facts.

42. The Defendants violated the Plaintiff's right to due process 42 U. S. C. 1983 by using an unfair non judicial process that is in violation of the federal laws and the court rules.

43. The Defendants obstructed the administration of justice.

Slander of Title:

44. The Defendants have caused various documents to be recorded, including an unlawful foreclosure, which constitutes slander of title, and the Plaintiff should be awarded resulting damages to be fully proved at the time of trial.

Slander of Credit:

45. The Plaintiff alleges that the Defendants' actions and inactions have impaired their credit, causing them to lose the ability to have good credit. This entitles them to damages, including statutory punitive damages according to state and federal law, all to be proven at the time of trial.

Infliction of Emotional Distress:

46. The Defendants have intentionally and negligently taken illegal actions which have caused the Plaintiff's severe emotional distress.

47. The attack on the Plaintiff's home using a statute that is not valid is fraud in the court.

48. The fact that part of the original agreement is missing from the contract filed in the state foreclosure case clearly shows illegal intent to cause distress.

Damages:

49. The Plaintiff is seeking damages for wrongful foreclosure, and she has shown that

(a.) there was an irregularity in the foreclosure sale, and

(b.) the irregularity caused the Plaintiff damages. See University Sav. Ass'n v. Springwoods.

50. As a proximate result of the Defendants' negligent actions, the Plaintiff has suffered consequential damage, The Plaintiff will continue to suffer additional damage in an amount to be fully proved at the time of trial.

51. Due to these actions by David Trott, Wayne County Sheriff Raphael Washington and the Defendants:

I have suffered in the following ways:

Debilitating damage to my health, including prolonged IBS flare ups so crippling that I have been unable to leave my home for extended periods of time, being in a constant state of high stress from the barrage of phone calls, texts, emails and mail from Realtors and Investors, Process Servers banging on my front door, several interrogating phone calls from Yevgen Gorditsa of Michigan Acquisitions and threatening papers left taped to my door by him, and my neighbors confronting and harassing me in my own driveway over the publicly advertised unlawful and wrongful foreclosure. The threat of unlawful eviction caused my 18 year old son such emotional distress that he moved out when he was not financially capable, causing further damage to my health and to our relationship,

c. No one can return to me the health I have lost in dealing with the dubious actions of the persons named in my lawsuit.

d. I will never completely retrieve my peace of mind and calm the near-constant state of anxiety I find myself in now. These actions have negatively impacted my well-being.

e. The Defendants acted deliberately indifferent to the Constitution and or federal laws when they violated the Plaintiff's rights UNDER 42 U.S. CODE SEC. 1983, and the Plaintiff's right to "due process".

52. The Judge Lacks Immunity When He/ She Violates The Law:

The judge has qualified immunity when he/she follows the Constitution and the law. The Tucker Act exposes the government to liability for certain claims. Specifically, the Act extended the court's jurisdiction to include claims for liquidated or unliquidated damages arising from the Constitution (including takings claims under the Fifth Amendment), a federal statute or regulation, and claims in cases not arising in tort. The relevant text of the Act is codified in 28 U.S.C. §§ 1346(a) and 1491. The Tucker Act (March 3, 1887, ch. 359, 24 Stat. 505, 28 U.S.C. § 1491) is a federal statute of the United States by which the United States government has waived its sovereign immunity concerning lawsuits about 5th Amendment violations of due process.

53. The Five Elements of “Due Process:

In assessing whether this demonstration has been or can be made, the courts look to the five elements, which, over the centuries of judicial experience, have come to be recognized as the sine qua non of “due process.”

a. Equality: The system must not discriminate procedurally between parties. If one party is entitled to counsel, then all are entitled. If notice is provided, it must be provided to all. The essential requirement for Equality is that the system provides a “level playing field” for the disputants. Discrimination in appearance or fact is an anathema to the Equality required to satisfy due process.

b. Economy: The cost of access to the system must not be a barrier to its use or operation to the disadvantage of one party. This means that grievance and arbitration proceedings should not be made a Board profit center and may have to become subsidized to assure open access.

c. Expedition: As “justice delayed is frequently justice denied,” the system has an affirmative obligation to expedite ethics and arbitration proceedings. This does not foreclose orderly procedure with adequate time to ensure notice, time to prepare, opportunity to identify and gather witnesses, and other development of facts and arguments. It does, however, foreclose dilatory tactics, unreasonable extension of time, and protraction of hearings.

d. Evidence: The system must be designed and function to elicit evidence, not assumptions; proof, not presumptions. While strict rules of evidence in the judicial sense do not apply, there must be control of what is admitted as relevant and judgment as to mere speculation and hearsay designed to prejudice rather than inform.

Equity: The system must produce decisions that reflect a sense and substance of “rightness” and “reasonableness.” In matters involving unethical conduct, the punishment should fit the offense. The judgment should reflect consideration of extenuating circumstances and a balancing of competing values and objectives. Moreover, the predictability, consistency, and uniformity of the system’s performance is an important measure of Equity.

Conspiracy: A federal criminal conspiracy is built of five elements:

a. Two or more people that;

b. Intentionally.

c. Agreed.

d. To violate federal law or defraud the United States and commit an overt act in furtherance of the agreement.

Elements for Forgery:

Forgery is making, using, altering, or possessing a false document intending to commit fraud. Forgery can be the creation of a false document or the changing of an authentic one. There are several elements to the crime of forgery, and all must be proven before someone can be found guilty:

a. A person must make, alter, use, or possess a false document. Forgery can be creating a false document from scratch or altering an otherwise genuine document in a material way. The alteration is material if it affects a legal right.

b. The writing must have legal significance.

c. The writing must be false. The writing must have been created or changed in a way that makes it appear that the document represents something that it is not.

d. Intent to defraud.

54. Request for Damages:

Plaintiff requests compensatory and general damages for expenses for legal expenses, medical bills, mental anguish associated with living with the consequences of the Defendant's negligence, loss of income, damaged credit score, embarrassment from having the Plaintiff's house listed on Zillow and other real estate foreclosure websites while the case is litigated. The Plaintiff requests punitive damages in what the jury finds fair. Plaintiff prays that this court enter judgment for the Plaintiff and against each of the Defendants and grant:

a. Compensatory and consequential damages, including damages for emotional distress, humiliation, and other pain and suffering on all claims allowed by law in an amount in excess of 3- Million Dollars.

h. Any further relief that this court deems just and proper, and any other appropriate relief at law,

WHEREFORE, Plaintiff Pamela Lee Bergeson requests the following:

- a. That the court enter a judgment in favor of Pamela Lee Bergeson, and against the defendants on all counts of the Complaint:
- b. That the court award compensatory damages to Plaintiff and against the Defendants jointly and severally, in an amount to be determined at trial:
- c. That the court award punitive damages to the Plaintiff and against the Defendants, jointly and severally, in an amount to be determined at trial so that such award will deter similar proscribed conduct by the Defendants in the future.
- d. That the court award Plaintiff, and against the Defendants, prejudgment and post-judgment interest on all sums awarded in this action, including reasonable legal fees, under 42.U.S.C. Sec. 1988: and
- e. That the court grant Plaintiff such other equitable relief that the court deems appropriate.

Demand For A Trial By Jury

Comes Now, the Plaintiff, and hereby demands a Jury Trial on all issues so triable to a jury.

4/17/2025

Pamela Lee Bergeson

Without Prejudice UCC 1-308

Certificate of Service:

A copy of this document was filed with the court and a copy was mailed to the parties listed below.

4/17/2025

(Pamela Lee Bergeson)

Without Prejudice 1-308

Michigan Supreme Court

Michigan Hall of Justice

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